

1           A Well, responsibility and payment are two  
2 different things.

3 Q So you would say that the responsibility does  
4 not include payment?

5 A It doesn't say it there, no.

Q Well, I'm asking what your opinion is. Do you think that being responsible for the repair of the deck would mean that you don't pay for it?

9           A    Well, that's when we rely on advice of  
10          counsel.

11 Q So did counsel tell you that it was not your  
12 duty to pay for it?

13 A Well, it's ---

**14** MR. RACINE: Objection.

15 THE WITNESS: It's indicated in the  
16 chart.

17 Q (Mr. Perry) Well, we're talking about the  
18 Declaration. Would you say that the Declaration  
19 controls over that chart?

20           A     The chart is a summary of the language in the  
21 Declaration and state statute.

22 Q But if there was a conflict between that chart  
23 and the Declaration, which would control?

24 MS. BARANYAI: Going to object. You're  
25 asking for a legal conclusion here.

1 Q (Mr. Perry) Which would you follow?

2 A Well, if we're not sure, then we rely on the  
3 advice of counsel.

4 Q Did you ask counsel about this?

5 A Yes.

6 Q And what did counsel tell you?

7 MR. RACINE: Objection.

8 MR. PERRY: You can answer.

9 MS. BARANYAI: I would say that one's  
10 privileged ---

11 MR. PERRY: Okay.

12 MS. BARANYAI: --- communication between  
13 attorney/client.

14 MR. PERRY: Sure. Okay.

15 I think that when she says that she relied on  
16 advice of counsel, I think she's waiving privilege on  
17 that. But -- so we'll ask for a supplement later if we  
18 work that out.

19 MS. BARANYAI: Sounds good. Thank you.

20 MR. PERRY: Sure. I'm easy to get along  
21 with. So we'll go to -- and that's marked ---

22 MS. BARANYAI: Don't answer. Sorry.

23 Sorry, I was just going to say you don't need to answer  
24 that one. I didn't follow up. Sorry.

25 MR. PERRY: Sure. And, Madam Reporter,

02-16-23

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